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2014 MAR 18 PM 4:07

CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS

BY GUADALUPE REYNOSO
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SUPERIOR COURT OF CALIFORNIA
COUNTY OF STANISLAUS

THOMAS VEGA on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

SENSIENT DEHYDRATED FLAVORS, LLC
f/k/a SENSIENT DEHYDRATED FLAVORS
COMPANY, MICHAEL HAGOOD and DOES
1 through 100, INCLUSIVE,

Defendant.

No. 684568

Unlimited Civil Case

The Amount Demanded Exceeds \$25,000

~~(PROPOSED)~~ ORDER:

- a) GRANTING FINAL APPROVAL OF CLASS SETTLEMENT;
- b) APPROVING REQUEST FOR CLAIMS ADMINISTRATOR FEE;
- c) APPROVING REQUEST FOR ATTORNEYS' FEES AND COSTS; AND,
- d) APPROVING REQUEST FOR INCENTIVE PAYMENT TO CLASS REPRESENTATIVE THOMAS VEGA

DATE: March 14, 2014
TIME: 8:30 a.m.
DEPT: 21

The Court having read and considered the papers on the motion, the arguments of counsel,
and the law, and good cause appearing therefore,

IT IS ORDERED:

1. The Court grants judicial notice of documents as requested by Plaintiff.

1 2. The Court grants final approval of the terms of settlement and agreed upon
2 procedures as set forth in the Settlement Agreement filed with the Motion for Preliminary
3 Approval.

4 3. The Court finds that notice of this settlement was provided to the class in the
5 manner specified in this Court's order granting preliminary approval to the settlement. That notice
6 was the best notice practicable under the circumstances, satisfying the requirements of due process
7 and all other applicable laws.

8 4. The Court finds that the settlement was fair, reasonable, and adequate in all
9 respects. The Court finds the settlement was reached following meaningful discovery and
10 investigation conducted by Class Counsel, and the settlement is a result of adversarial, arm's-
11 length negotiation between the parties. The Court considered evidence presented regarding the
12 strength of the Plaintiff's case, the risk, expense and complexity of the claims presented, the likely
13 duration of further litigation, the amount offered in settlement, the extent of investigation and
14 discovery completed, and the experience and views of counsel. The Court further considered that
15 there were no objections to the proposed settlement by Settlement Class Members, and that only
16 20 individuals out of a total of 569 Settlement Class Members requested exclusion from the
17 settlement.

18 5. The Court certifies the Settlement Class, defined as follows, for settlement
19 purposes only:

20 All full-time fork lift operations and non-exempt production workers employed by
21 Sensient between January 3, 2009, and the date of preliminary approval ("Class
22 Period"), as defined by the Settlement.

23 In certifying the Settlement Class for settlement purposes only, the Court finds that: (1)
24 the Settlement Class is ascertainable and so numerous that joinder of all members is impracticable;
25 (2) there are questions of law and fact common to the Settlement Class, and that such questions
26 predominate over questions affecting only individual class members; (3) the claims advanced by
27 Plaintiff are typical of the class in that she has no interests in conflict with or antagonistic to those
28 of the Settlement Class, and she has retained adequate counsel; and, (4) a class action is superior

1 to other available methods for resolving this controversy.

2 6. The Court finds that twenty 20 timely requests for exclusion were filed by the
3 following individuals: Francisca Deltoro, Myrna E Nichols, Glenn C Pelowski, Heraclio Gomez,
4 Buddy J Wielandt, Dennis R Sawyer, Jack D Stanton, Amarjeet Singh, Carlos O Barajas, Alberto
5 M Vega, Gilbert Reynozo, Jesus Ferreira, Terry W Knapp, Luis E Bravo, Carlos Manzo, Timothy
6 J Lang, Matthew F Gordiano, James Breeze, Rito E Gallardo, and Grady G Little. Accordingly,
7 said individuals are excluded from the Settlement Class and are not bound by the terms of the
8 Settlement Agreement.

9 7. The Court appoints Qualls & Workman, L.L.P. as Class Counsel.

10 8. The Court awards Class Counsel attorneys' fees in the amount of \$90,750. The fee
11 award is reasonable and appropriate for the reasons that follow.

12 9. In evaluating the reasonableness of Class Counsel's lodestar and hourly rate, the
13 Court has considered a variety of factors, including: the experience, background, and reputation
14 of counsel; the prevailing hourly rates in the community for similar services charged by attorneys
15 of similar skill and experience; the time, effort, and skill of counsel both in terms of what occurred
16 during the litigation and what was reasonably required; the efficiency of counsel in performing the
17 work; the amount at stake in the litigation; the desirability or undesirability of the case; and the
18 character and quality of the documentation offered in support of the application of fees. Total
19 hours claimed by Class Counsel are approved based on evidence presented of the work performed
20 and the results achieved. In so finding, the Court considered evidence presented of skill exercised
21 by Class Counsel when addressing difficult factual and legal questions arising from the class
22 claims presented, the contingent risk assumed by Class Counsel, the preclusion of Class Counsel
23 from other employment, and the favorable results achieved for Class Members.

24 10. The Court awards Class Counsel costs in the amount of \$14,256.44. Those costs
25 were reasonable and necessary based on the evidence presented and in light of the results
26 achieved.

27 11. The Court appoints Plaintiff Thomas Vega as the Class Representative, and awards
28 his \$5,000.00 as set forth in the Settlement Agreement, in consideration both of the general release

1 executed by Mr. Vega and based on evidence presented of time and effort spent by Plaintiff
2 assisting Class Counsel in this matter.

3 12. The Court approves payment in the amount of \$15,000.00 to Gilardi & Co. LLC
4 ("Gilardi") for services rendered by it as Claims Administrator. The Court finds that amount fair
5 and reasonable compensation based on evidence presented of the time and effort spent by Gilardi
6 in administering the claims.

7 13. The Parties are directed to comply with the terms of the Settlement Agreement.

8 14. Without affecting the finality of this Order and Judgment in any respect, and
9 pursuant to Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of
10 Court, the Court retains jurisdiction over this action, the class representative, Settlement Class
11 Members, and Defendants for the purposes of: (a) the implementation and enforcement of the
12 Settlement Agreement until each and every act agreed to be performed by the parties to the
13 Settlement Agreement shall have been performed; (b) any other action necessary to conclude this
14 settlement and to implement the Settlement Agreement; and (c) the construction and interpretation
15 of the Settlement Agreement.

16 15. With respect to the distribution of funds pursuant to the Settlement Agreement, the
17 Claims Administrator, upon the completion of the process of such distribution, shall prepare, and
18 cause to be filed with this Court, a declaration regarding the distribution.

19 16. Without affecting in any way the finality of this Order, the Court retains
20 jurisdiction of all matters relating to the interpretation, administration, implementation,
21 effectuation and enforcement of this Order and the Settlement.

22

23 IT IS SO ORDERED.

24 Date: MAR 14 2014

25 _____

24 WILLIAM A. MAYHEW

25 _____
26 Hon. William A. Mayhew
27 Judge of the Superior Court

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